



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSAL

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

ADHS11-00000347

SOLICITATION DUE DATE/TIME:

February 7, 2011 at 3:00 P.M. Local Arizona Time

SUBMITTAL LOCATION:

<https://procure.az.gov/bsol/login.jsp>

DESCRIPTION:

HIV Care and Services

PRE-OFFER CONFERENCE:

**Monday,
January 10, 2010**

9:00 A.M.

**1740 West Adams St.
Conference Room 309**

**Teleconference
Available**

**For
Instructions**

Call 1-866-311-1127

**Refer to
Special
Instructions
Section A**

**Access Code
5277876**

Date

Time

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system ProcureAZ, at <https://procure.az.gov/bsol/login.jsp>. Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Proposals will not be considered. It is the responsibility of the offeror to routinely check the State ProcureAZ web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Cindy Sullivan

Arizona Department of Health Services

(602) 542-2934

E-mail: Cynthia.Sullivan@azdhs.gov

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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Offers ("RFP"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and shall be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for Offers.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions**
 - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.2 **Invitation for Offers.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.3 **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.

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7. Solicitation Amendments Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 13.1 Special Terms and Conditions;
 - 13.2 Uniform Terms and Conditions;
 - 13.3 Statement or Scope of Work;
 - 13.4 Specifications;
 - 13.5 Attachments;
 - 13.6 Exhibits,
 - 13.7 Special Instructions to Offerors;
 - 13.8 Uniform Instructions to Offerors
 - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Each Offer shall be submitted to the submittal location identified in this Solicitation.

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2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official Contract form, the Offeror certifies that:
 - 4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement

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Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer

3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official Contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

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A. Pre-Offer Conference:

Prospective Offerors are invited to attend a Pre-Offer Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. You may participate in the Pre-Offer Conference via teleconference. Call 1-866-311-1127 and use access code *5277876*. Offerors must RSVP at least a day before Pre-Offer Conference to participate via teleconference. The purpose of this conference will be to clarify the contents of this request for proposal in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Request for Proposals (RFP) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

B. Proposal Requirements:

One electronic copy of the proposal shall be submitted in the ProcureAZ e-procurement system, <https://procure.az.gov/bsol/login.jsp>, as attachments in the acceptable format specified below. Acceptable formats include doc document (Microsoft Word 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and pdf (Adobe Acrobat portable documents format).

The responses shall be typed using a 12-point font and single spaced. Each proposal shall include an attachment for each response section. The material should be in sequence and organized as outlined below and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offerors shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document, insert a Footer that specifies: Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number. The ADHS will not provide any reimbursement for the cost of developing in response to this RFP. The proposal shall include at least the following information:

1. Table of Contents. The Offeror shall provide page numbers for each section of the proposal
2. Signed Offer and Acceptance signed by authorized person
3. Executive Summary. A brief overview of the project as described in the Method of Approach. The Executive Summary shall be no more than two (2) pages.
4. Method of Approach (Methodology)
 - 4.1 **Executive Summary:** (limited to 1 page) A brief overview of the project as described in the Method of Approach. Proposal shall include: The population to be served, geographical location of provider, and the specific Ryan White services planned to be provided. Allowable options are described in Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements, shall be established service priorities within the proposed service regions under Exhibit 1: Statewide Needs Assessment;
 - 4.2 Written Narrative describing the method of approach that will be used to perform the tasks as described in the Scope of Work and Attachments. Proposal will address each Task and Requirement for the services category (ies) for which they are applying in the same order as written in the Scope of Work;
 - 4.3 Program Implementation Plan for each service category proposed that identifies program goals and objectives that are specific, measurable, appropriate, realistic and time-phased and that include the general activities that must be conducted through March 31, 2012, including but not limited to, planning, implementation, evaluation, budgeting, staffing and wrap-up of program. Complete Attachment 1: Program Implementation Plan. This plan will be updated at the beginning of each funding year. Refer to Deliverables in the Scope of Work for more information. See Exhibit 2: Implementation and Evaluation Plan. Include at least one (1) goal and one (1) objective addressing HIV positive persons in the Work Plan;

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- 4.4 Program Evaluation Plan listing evaluation and monitoring questions, tools, and how the evaluations will be made. The plan should include at least one (1) evaluation question in each service category of the Program Implementation Plan. Evaluation Plans should also include questions that specifically address the Ryan White Quality Management measures outlined in Exhibit 3: Variables Required By The Health Resources And Services Administration and ADHS For Reporting. See also Exhibit 5: Program Evaluation Plan;
 - 4.5 Describe Offeror's ability to provide culturally appropriate services as described in Cultural Competency Assessment (CLAS). Complete Attachment 2: Cultural Competency Assessment and refer to Exhibit 6: Cultural Competency Standards;
 - 4.6 Describe implementation of one (1) or more service categories tailored to meet the needs of the chosen target population. The Offeror shall describe how they will coordinate the delivery of services within the service region with other resources in the service region to assure Ryan White is the payer of last resort. Definitions and greater detail on these strategies and services are included in Exhibit 1: Statewide Needs Assessment, Exhibit 2: Program Implementation Plan and Program Evaluation Plan, and Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements;
 - 4.7 Service categories to be delivered will be chosen from among the approved Ryan White service categories listed in Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements, and must meet the definitions and requirements specified in Exhibit 11;
 - 4.8 Project start up activities should take no longer than one (1) month from the award of the Contract. Implementation of services to clients shall commence by no later than thirty (30) days after Contract award, and
 - 4.9 Describe the Offeror's systems for accounting including tracking and reporting revenues, services and administrative expenditures. Provide an actual example of such historical reporting on a quarterly and annual time period. Limit two (2) pages
5. Experience and Expertise:
- 5.1 Provide a description of Offeror's experience and expertise regarding the services offered, company history, location, number of years in business, types of services provided, and number of full and part-time employees;
 - 5.2 Describe the expertise and past experience of the Offeror in providing HIV Care Services, or other services, to the targeted population. Include time frame of services, type of services or description of services provided, and special skills or expertise of staff that will be included in the services. If the Offeror does not have relevant experience, describe the expertise that will enable implementation of the services proposed. (Limit response to one (1) page, excluding attachments);
 - 5.3 Provide resumes or curriculum vitae for key personnel. Key personnel are defined as all staff persons with responsibility for fulfilling any component of the service implementation plan. Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, educational preparation. Complete Attachment 4: Key Personnel Form;
 - 5.4 Provide job descriptions for all positions that will be funded in any part by this Proposal. Describe staff accountabilities and expertise. List how much time each person will spend on the project. These should be included in Attachment 4: Key Personnel Form;
 - 5.5 Describe proposed subcontractors or collaborations designed to complete or enhance the proposed project. Describe what fiscal monitoring will be used to avoid double billing. A subcontractor/collaboration form must be completed, signed by both parties, for each subcontract or collaboration. Complete Attachment 5: Collaborations and/or Proposed Subcontractors;
 - 5.6 Provide examples of a prior project with activities similar to those as described in this solicitation, a description of the work performed, the approach used to complete the project, recommendations made

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to the client and the project outcome. The ADHS may not be used as an example of prior projects; other examples of similar projects need to be included; and

- 5 7 Provide two (2) references of similar or related projects they have been responsible for during the past with appropriate contact information that can describe and evaluate the performance of the Offeror's work on the projects. Complete Attachment 6, Agency Capacity & References.
- 6 Describe resources which are complementary to the program to be funded. Complete Attachment 7: Offerors Additional Internal Resources, if applicable.
7. Provide an Itemized Budget, Budget justification, and Price Sheet showing proposed cost(s) including other sources of funds. Offeror shall provide fixed pricing for proposed services including an amount not to be exceeded. Offeror shall provide the Budget Justification. Complete Attachment 10: Price Sheet, and Attachment 11: Budget Justification and Narrative. See Exhibit 9: Budget Development Guidelines and Exhibit 10: Contractor's Expenditure Report and Monthly Activity Report. Also reference Exhibit 8: Deliverables Information, for year-end reporting requirements. Offeror's Budget narratives and Justification must demonstrate how the proposed program will limit administrative expenditures to not more than ten percent (10%) of funding
8. Complete Attachment 12, Proposal Summary Page, including the summary data on costs, numbers of clients, and costs per client for each service category listed that is included within the Proposal.
9. Complete Section H, Scope of Work, Notices, Correspondence and Reports.

C. Proposal Organization and Requirements:

The Proposal shall be organized in the following order:

1. Table of Contents
2. Offer and Acceptance Form signed by authorized person
3. Signed Solicitation Amendments, if applicable
4. Completed Attachment 12, Proposal Summary Page
5. Executive Summary
6. Method of Approach (Methodology)
7. Experience and Expertise including References
8. Other Documentation
9. Completed Price Sheet
10. Other Attachments (licenses, accreditations, resumes, job descriptions, background information, etc.)

D. Proposal Opening:

Proposals received by the due date and time will be opened on ProcureAZ. The name of each Offeror will be publicly available. Proposals will not be subject to public inspection until after contract award.

E. Evaluation Criteria:

In accordance with the A R S. § 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

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1. Method of Approach (Methodology);
2. Experience and Expertise; and
3. Annual Cost Per Client Served.

F. Discussion:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the ADHS reserves the option to conduct discussions with those Offerors who submit proposals determined by the ADHS to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

G. Confidential Information:

1. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes remains confidential.
2. The information identified by the person as confidential shall not be disclosed until the Chief Procurement Officer makes a written determination.
3. The Chief Procurement Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.
4. If the Chief Procurement Officer determines to disclose the information, the Chief Procurement Officer shall inform the Offeror in writing of such determination.

H. Inclusive Offerors:

Offerors are encouraged to make every effort to utilize subcontractors that are small, women- and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall provide the name of the subcontractor, which of the following categories apply: small, women- and/or minority-owned business, the specific services or work to be performed, the percentage of work or services to be provided by the subcontractor, and how this effort will be administered and managed, including reporting requirements.

I. Offshore Performance of Work Prohibited:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

J. Compliance With A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for Contract award.

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K. Suspension or Debarment:

The State may, by written Notice to the Contractor, immediately terminate any contract awarded under this solicitation if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contractor shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

L. Written Questions:

All questions regarding this solicitation shall be submitted within the State of Arizona's online procurement system ProcureAZ, website located below, no later than ten (10) calendar days prior to the IFB due date.

<https://procure.az.gov/bsollogin.jsp>

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A. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
4. *"Contractor"* means any person who has a Contract with the State
5. *"Days"* means calendar days unless otherwise specified
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation
7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract
10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements
11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B. Contract Interpretation

1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7
2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;
 - 3.3 Statement or Scope of Work,

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- 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits;
 - 3.7 Documents referenced or included in the Solicitation
- 4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract Administration and Operation.

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
9. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this Contract.

D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions.
 - 5.1 Accept a decrease in price offered by the Contractor;
 - 5.2 Cancel the Contract, or

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5.3 Cancel the Contract and re-solicit the requirements

E. Contract Changes

1. Amendments This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
2. Subcontracts The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risk and Liability

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
2. Indemnification
 - 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this Contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this Contract is responsible for its' own negligence.
 - 2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
4. Force Majeure
 - 4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy, war; riots; strikes; mobilization; labor disputes; civil

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disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence

4.2 Force Majeure shall not include the following occurrences:

4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract

4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens

2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor

3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

5. Year 2000.

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- 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
7. Survival of Rights and Obligations after Contract Expiration or Termination
 - 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

H. State's Contractual Remedies

- 1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- 2 Stop Work Order
 - 2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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- 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies The rights and the remedies of the State under this Contract are not exclusive.
4. Nonconforming Tender Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default
 - 5.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All Contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

K. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

B. Term of Contract (2 Years)

The term of any resultant Contract shall commence on April 1, 2011 and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The Contract term is for a two (2) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

D. Contract Type

<input type="checkbox"/>	Fixed Price
<input checked="" type="checkbox"/>	Cost Reimbursement

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State

G. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications

H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the

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Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

K. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

L. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

M. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

N. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

O. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund

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State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

P. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

Q. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

S. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

T. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO: ADHS11-00000347

amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona

U. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

- 1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1.1.1	General Aggregate	\$2,000,000
1.1.2	Products – Completed Operations Aggregate	\$1,000,000
1.1.3	Personal and Advertising Injury	\$1,000,000
1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.1.5	Fire Legal Liability	\$ 50,000
1.1.6	Each Occurrence	\$1,000,000

- 1.1.2 The policy shall be endorsed to include the following additional insured language. ***“The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

- 1.1.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2 Worker's Compensation and Employers' Liability

- | | |
|-----------------------------|-----------|
| 1.2.1 Workers' Compensation | Statutory |
|-----------------------------|-----------|

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION NO: ADHS11-00000347</p>
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1.2.2 Employers' Liability

1.2.2.1 Each Accident	\$ 500,000
1.2.2.2 Disease – Each Employee	\$ 500,000
1.2.2.3 Disease – Policy Limit	\$1,000,000

1.2.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2.4 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.3 Professional Liability (Errors and Omissions Liability)

1.3.1 Each Claim	\$1,000,000
1.3.2 Annual Aggregate	\$2,000,000

1.3.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.3.4. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION NO: ADHS11-00000347</p>
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- 5 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 6 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 7 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

V. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

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W. Pandemic Contractual Performance

- 1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce
 - 1.2 Alternative methods to ensure there are products in the supply chain
 - 1.3 An up to date list of company contacts and organizational chart.
- 2 In the event of a pandemic, as declared the Governor of Arizona, U S Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

X. Pre-Contract Execution Period

During the Pre-Contract Execution Period, which is the time period between the Contract award date, which is the date of signature by ADHS on the Offer and Acceptance and Contract Award, and the Contract start date of April 1, 2011, the Contractor shall collaborate with ADHS in transition activities to prevent interruption of services and promote continuity of care

SCOPE OF WORK
RFP NO. ADHS11-00000347

A. BACKGROUND

The mission of the Arizona Department of Health Services (ADHS) Office of HIV, STD and Hepatitis Services, Ryan White Part B HIV Care and Services Program (Program) is to provide medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS. The Arizona Ryan White Part B Program provides services to eligible clients residing in all counties of Arizona except Maricopa Co., Pinal Co., and Mohave Co. Services to be provided under this Contract are fully funded through the Ryan White HIV/AIDS Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB). Ryan White funding fills gaps in care not covered by other resources. The ADHS Office of HIV, STD, and Hepatitis Services is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.

The current National HIV/AIDS strategy has three goals. 1) increasing access to care and optimizing health outcomes for people living with HIV, 2) reducing HIV-related health disparities, and 3) reducing the number of people who become infected with HIV. Within Arizona, the Ryan White Part B program has the responsibility to work collaboratively with other Ryan White grantees as well as with providers in the healthcare system of Arizona to pursue these goals. In an effort to improve access to medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS, ADHS use the statewide needs assessment process to establish the following program priorities for the Ryan White Part B program:

Priorities established in the most recent Arizona Statewide Coordinated Statement of Need (SCSN) include in the following order:

1. Primary Medical Care;
2. Medications;
3. Health Insurance;
4. Housing Assistance;
5. Medical Transportation;
6. Nutritional Counseling/Food Bank Services;
7. Case Management;
8. Mental Health Services;
9. Emergency Financial Assistance; and
10. Dental Care.

B. OBJECTIVE

To fill gaps in Core Medical and Support Services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS.

C. SCOPE OF SERVICE

The Contractor shall provide Core Medical and Support Services to eligible Ryan White Part B clients per the HRSA guideline found at <http://hab.hrsa.gov>.

SCOPE OF WORK
RFP NO. ADHS11-00000347

D. TASKS

The Contractor shall:

- 1 Implement one (1) or more service categories as defined in Exhibit 11, Ryan White Part B Services Categories, Definitions and Requirements. Services to be delivered shall meet definitions and requirements as listed in Exhibit 11;
- 2 Provide appropriate training for staff who has any responsibility for fulfilling components of the service categories or Contract. Determination of appropriate training shall be made in conjunction with ADHS Contract monitor;
- 3 Develop a quality management plan for the proposed service categories;
- 4 Participate in the Ryan White Part B strategy for Early Identification of Individuals with HIV/AIDS (EIIHA);
- 5 Develop policies and procedures, to support the service categories being proposed, for the program;
- 6 Maintain a project manager who shall serve as the primary day-to-day contact with the agency. At a minimum the project manager shall:
 - 6.1 Attend meetings as requested, including but not limited to, Contractor meeting with ADHS and regional community groups for needs assessments;
 - 6.2 Ensure all necessary operational components are completed prior to implementation;
 - 6.3 Update service delivery plan and evaluation plan for subsequent years;
 - 6.4 Prepare reports;
 - 6.5 Ensure that the Contractor as well as any subcontractor fulfills its duties under this Contract;
 - 6.6 Deliver required documents to ADHS in the format required by ADHS;
 - 6.7 Maintain sufficient staff to adequately deliver contracted services; and
 - 6.8 Ensure that all staff complete required confidentiality agreements.
- 7 Each proposed service category requires confidentiality or security arrangements that shall be completed prior to providing services to clients,
- 8 Maintain a financial point of contact that shall be responsible for ensuring that all Federal and State standards are met in the record keeping and billing of this program, and
- 9 Quality Management Plan.

Evaluate Service Category based upon the Program Work Plan and Detailed Evaluation Plan: Exhibit 5, Evaluation Information.

- 9.1 Evaluation activities shall include, at a minimum:

- 9.1.1 Formative evaluation;

- 9.1.2 Process monitoring elements;

SCOPE OF WORK

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- 9.1.3 Process evaluation elements;
- 9.1.4 Outcome monitoring elements,
- 9.1.5 Analysis of data;
- 9.1.6 Program improvement;
- 9.1.7 Timeline,
- 9.1.8 Evaluation tools, and
- 9.1.9 Description of responsible parties
- 9.2 Collection of required data variables, Exhibit 3, required by the HRSA or by ADHS in a secured electronic data system approved by HRSA for Ryan White Reporting.
 - 9.2.1 Collect data elements according to standards and guidelines established by HRSA and ADHS, including but not limited to:
 - 9.2.1.1 Participant;
 - 9.2.1.2 Demographic and risk behavior, and
 - 9.2.1.3 Service Category activities and process monitoring of all areas of the Service Category;
 - 9.2.2 Other reporting required by ADHS.
- 10. Provide Culturally competent services, Exhibit 6 Cultural Competency Standards
 - 10.1 Develop a plan, to be approved by ADHS, for enhancement of cultural competency, delivery of services and staff training;
 - 10.2 "Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations; and
 - 10.3 These policies/strategies integrate CLAS (Culturally and Linguistically Appropriate Services) when determining customer service needs.
- 11. Materials Review
 - 11.1 Ensure that all materials developed or utilized by the Contractor's program are approved by the ADHS prior to use. Guidelines for submission are included in Exhibit 7, Materials Review. Complete Attachment 9, Materials Review Acceptance.

E. REQUIREMENTS

The Contractor shall:

1. Abide by the eligibility screening protocols for the Ryan White Part B providers in Exhibit 12 and future updates by ADHS.
2. Provide facilities that are suitable for implementing the service categories chosen for this Contract. ADHS reserves the right to inspect any facilities to determine the suitability.

SCOPE OF WORK

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3. Provide a current and valid Certificate of Insurance, exactly as stated in the Special Terms and Conditions. ADHS will not provide a Purchase Order to commence services for payment until the receipt of such documentation.
4. Register with ProcureAZ at <https://procure.az.gov/bso/>
5. Follow the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (<http://www.azdhs.gov/bhs/auditprocedures.pdf>).
6. Maintain compliance with all requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, found at <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/content-detail.html> as directed by ADHS. This will include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.

F. APPROVALS

The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager for any instance during the full term of the Contract:

1. Modification of program, based on evaluation and justified as program improvement;
2. Changes to implementation of the program goals, objectives and activities;
3. All materials developed or used by the program shall be approved by the ADHS prior to use
4. Shifts of funding in either budget amounts or lines,
5. Subcontractors, including but not limited to, budgets and agreements;
6. Changes in key personnel as described in the Contract; and
7. Out of state travel is not an allowable expense of this Contract

G. DELIVERABLES

The Contractor shall submit to ADHS the following deliverables. The required content is identified in Exhibit 8: Deliverables Information.

Deliverable Name	Deliverable Due Date	Submit To
Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
Client level data entry into an HRSA approved data system	Two (2) days after activity	Program Manager via CAREWare or other HRSA approved system
Quarterly Narrative Report	July 1, Oct 1, Jan 1, of each year	Program Manager
Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
Annual Narrative Report	April 1 of each year	Program Manager
Quarterly Expenditure Report	Fifteen days after end of month	Program Manager
Annual Service Delivery Plan	April 30 of each year	Program Manager
Quality Management Plan	May 1 of each year	Program Manager
Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

SCOPE OF WORK
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H. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Contractor to the ADHS shall be sent to:

Arizona Department of Health Services
HIV Care and Services
Attention: HIV Care and Services Manager
150 North 18th Street
Suite 110
Phoenix, Arizona 85007
Telephone: 602-364-3610
Facsimile: 602-364-3268
Email: To be provided by assigned Contract Monitor

2. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____

3. Payments from ADHS to the Contractor shall be sent to:

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____



Offer and Acceptance

SOLICITATION NO: ADHS11-00000347

OFFEROR:

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OF
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ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street

Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.

Federal Employer Identification No.

Phone:

Fax:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

By signature in the Offer section above, the Offeror certifies:

- 1 The submission of the Offer did not involve collusion or other anticompetitive practices
- 2 The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465
- 3 The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- 4 The Offeror certifies that the above referenced organization ____ IS/ ____ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
- 5 In accordance with A.R.S. §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran
- 6 In accordance with A.R.S. §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this

_____ day of _____ 20 ____

Procurement Officer

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

PROGRAM IMPLEMENTATION PLAN

Contractor Name: _____

HRSA, HIV/AIDS Bureau Goal: to ensure the provision of Core Medical and Support Services as specified by HRSA. Funding issued under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is to fill gaps in care not covered by other resources.

Program Implementation Plan

Using this format, submit a plan for each service category (Service Categories in Exhibit 11) to be delivered during the full funding period/project cycle (April 1, 2011 through March 31, 2012). The goals listed should directly relate to the services to be delivered and the accompanying detailed narrative for each service proposed. Goals should cover such things as planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, or any special considerations in accordance with the information provided in the Instructions and Scope of Work of this Proposal.

This plan will be updated each year of the funding cycle.

See Exhibit 2 for more information.

ATTACHMENT 1 PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Service Name and Description			
Goal #1: (Minimum of three (3) goals- however more may be included)			
Objectives (List specific, measurable, achievable/appropriate, realistic and time-phased objectives related to the goal above)	Activities (Describe specific actions to complete the objective)	Number of Clients Served	Number of Client Service Transactions
Goal #2:			
Objectives	Activities	Time Frame	Unit of Service

ATTACHMENT 1 **PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

2-1:				
2-2:				
2-3:				
Goal #3:				
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions	
3-1:				
3-2:				
3-3:				

ATTACHMENT 2 CULTURAL COMPETENCY ASSESSMENT
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RFP NO. ADHS11-00000347

Cultural Competency Assessment

1. Provide Contractor's ability or capacity to offer *culturally competent* programming to the targeted populations by describing previous service deliveries, programs or interventions to the targeted populations or similar groups along with a brief synopsis of your service delivery outcomes
2. What percentage of the direct staff and/or direct management complement the demographics of the respective service area and/or target population and in what way do they complement the service area and/or target population?

Describe how all program staff and direct management will receive *cultural competency* orientation within the first six (6) months of hire and how you plan to incorporate ongoing cultural competency training will be incorporated throughout the funding cycle.
3. Describe the service categories offered will be provided in a manner compatible with the targeted populations' interpersonal styles, cultural health beliefs, practices, and preferred languages?
4. Describe the plan to provide limited English proficiency populations with resources in the primary language?
(response required only if applicable)

Describe how printed, audiovisual materials and post signage will be evaluated for appropriate language and literacy.

Describe how you will provide bilingual staff, interpreters, and telephone interpreters if the population served requires them. **(response required only if applicable)**
5. Attach the process evaluation form used to evaluate the effectiveness of activities undertaken towards developing a culturally competent service delivery system.
(attachment required)
6. Describe the methodology of collecting demographic data including (at least) race/ ethnicity, gender, and age of participants and how to monitor service delivery to diverse individuals within the targeted populations.

Describe the plan to assess the satisfaction of participants and ensure that responses from diverse participants are included in the tabulation of satisfaction surveys.

Describe how this information will be used to support, alter, or expand the culturally appropriate services being offered
7. Add any additional statements that demonstrate how *CLAS Standards* are being used to support your service
8. Attach all Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), and/ or Letters of Support (LOS) with subcontractors. All MOA's, MOU's or LOS' shall contain language demonstrating commitment by the subcontractor(s) to comply with CLAS standards.

ATTACHMENT 2 CULTURAL COMPETENCY ASSESSMENT
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RFP NO. ADHS11-00000347

9 Describe the plan to address complaints related to cultural/linguistic competencies.

Resources: Office of Minority Health, www.minorityhealth.hhs.gov
National Center for Cultural Competence, www.11.georgetown.edu
National Institutes of Health, www.nih.gov

ATTACHMENT 3 PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Program Evaluation Plan

Contractor Name: _____

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan

Monitoring and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
Evaluation plans shall be in accordance with requirements laid out in the Method of Approach and Scope of Work for the Proposal.			

**ATTACHMENT 4
KEY PERSONNEL FORM**

RFP NO. ADHS11-00000347

Key Personnel Form

Key personnel is defined as all staff persons with responsibility for fulfilling any component of the contracted service categories. List all personnel in the table below, including those positions that may need to be filled.

Name	Position/Title	% Time Assigned to Contract

Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, education preparation, etc.

Provide job descriptions for all positions that will be funded in any part by this Contract. Describe staff accountabilities, required expertise, minimum qualifications necessary to fulfill job duties, preferred qualifications, description of work to be performed by this position, and what personnel (titles) the position reports to. List how much time each person will spend on the project.

ATTACHMENT 5 **COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS**

RFP NO. ADHS11-00000347

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract

Proposed Collaboration(s)	Terms	Relation to proposed project (How will this collaboration enhance the provision of services in the current proposal)

Add additional collaborators as needed

Proposed Subcontractor(s)	Terms	Relation to proposed project (How will this subcontractor enhance the provision of services in the current proposal)

Add additional subcontractors as needed

ATTACHMENT 5 COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

RFP NO. ADHS11-00000347

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?
 - 1 1 If your proposed role will be as a **subcontractor** please include the following information: proposed budget details, staffing, and subcontract if available
 - 1 2 If your proposed role will be as a **collaborative partner** please include the following information: description of in-kind resource(s) to be provided, staffing

ATTACHMENT 6 AGENCY CAPACITY & REFERENCES
RFP NO. ADHS11-00000347

Agency Capacity and References

Offeror shall submit a minimum of two (2) completed and signed forms as part of this Proposal.

Using the format provided below, submit information on two (2) separate contracts for HIV Care Services or other relevant services related to those described in this RFP ADHS11-00000347. Selected references shall meet the following criteria:

- May **not** include funding or personnel from ADHS Office of HIV, STD, Hepatitis Services
- Must reflect current or recent work; completed or in progress within the last five (5) years
- In the case of an Offeror with no experience directly relating to HIV prevention or other prevention services similar to those described in this RFP, must provide justification for consideration based on other work history or preparation for work in this area

References that do not meet these criteria shall not be considered. References may be contacted.

The required format is provided on the following page.

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: _____

Geographic Area(s) Served: _____

Target Population(s) Served: _____

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

2. How do you plan to work together in the future?

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: _____

Telephone and Email: _____

Address: _____

Signature: _____ Date: _____

<p align="center">ATTACHMENT 7</p> <p align="center">OFFERORS ADDITIONAL INTERNAL RESOURCES (IF APPLICABLE)</p>
<p align="center">RFP NO. ADHS11-00000347</p>

Offeror's Additional Internal Resources

Use the table format provided below to list all other funding, in-kind and collaborative resources that will be used in conjunction with the proposed project. Include financial resources, in-kind support and proposed collaborative efforts that will be used to enhance program delivery. Limit the named existing resources to those received within the last five (5) years.

Name and Type of Existing Funding (Federal, State, local, other)	Annual Amount/ Term of Funding (Effective date/Ending date)	Relation to proposed project (How will this funding enhance the provision of services in the current proposal)
In-Kind Support (Supplies, referrals, other existing programs within the agency, etc)	Terms	Relation to proposed project (How will this support enhance the provision of services in the current proposal)

ATTACHMENT 8 MINIMUM COMPUTER REQUIREMENTS

RFP NO. ADHS11-00000347

Minimum Computer Requirements

As the authorized representative of _____ (insert name of agency/business/health department) agree that:

All staff working on the proposed service will have access to a stand alone, network or laptop computer with the following programs:

Windows Operating System version XP or later
Microsoft Office 2007
Internet Explorer 7 or Firefox 3.5 internet browser with high speed internet access
Firewall protection of all health and Ryan White data that restricts outside access
User level access security to Ryan White data systems
system-wide virus and malware protection that is maintained with virus definition updates.

Each offeror must have an installation of CareWare or another HRSA approved application for Ryan White client level data reporting. (Note: If the offeror opts not to use CareWare at this time, they should be aware that the Ryan White Part B program will require the offeror to have the ability to transfer service data each month from their selected data system into a statewide CAREWare network after August 31, 2011.)

Staff must have access to the Ryan White client level data system to complete data entry that meets deliverable requirements

Supervisors must have access to the Ryan White client level data system to run reports and perform quality assurance activities

I understand that failure to meet these computer requirements will result in forfeiture of the Contract, if awarded.

Authorized representative of _____

Name (printed) _____

Title _____

Signature _____

ATTACHMENT 9 MATERIALS REVIEW ACCEPTANCE
RFP NO. ADHS11-00000347

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by Programs shall be approved by the ADHS, Office of HIV, STD and Hepatitis Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Program. Please review Exhibit 7, Offerors Additional Information Resources, for more information.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

**ATTACHMENT 10
PRICE SHEET**

RFP NO. ADHS11-00000347

**Price Sheet
Effective April 1, 2010**

Cost Reimbursement Line Items	Annual Amount
Personnel and Employee Related Expenses	\$
Professional and Outside Services	\$
Travel	\$
Other Operating Expenses	\$
Indirect (if applicable, must have an approved and current letter from HHS stating the indirect rate)	\$
Total not to exceed:	\$

With prior written authorization from the ADHS Ryan White Part B Program Manager, the Contractor may transfer up to fifteen percent (15%) of the total Annual Amount among line items. Transfers beyond fifteen percent (15%) shall require written notice of a Contract Amendment.

Capital Outlay Expenses are not allowed.

Indirect Expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof).

Direct Expenses must be detailed in the budget narrative.

Food and beverage expenses are not allowed.

Out of State travel expenses are not allowed.

ATTACHMENT 11

BUDGET JUSTIFICATION AND NARRATIVE

RFP NO. ADHS11-00000347

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables.

Ryan White Part B Line Item Budget Preparation

Amount Requested:

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical \$	Support Services FTE	Support Services \$	QM FTE	QM \$	Admin FTE	*Admin \$	Total \$
A. Personnel											
Sub-total Personnel											
B. Fringe											
Fringe (Staff) 42%											
Sub-total Fringe											
C. In-State Travel											
4 Meetings in Phx											
Sub-total Travel											
D. Equipment											
N/A											
Sub-total Equipment											
E. Supplies											

ATTACHMENT 12 PROPOSAL SUMMARY PAGE

RFP NO. ADHS11-00000347

<u>Service Category</u>	<u>Included in Proposal (Yes or No)</u>	<u>A. Number of Clients Served Per Year in Proposal</u>	<u>B. Total Cost Per Year of Service Category (as itemized in corresponding Attachment 11)</u>	<u>C. Cost Per Client for Service Category Proposed (B/C)</u>
Outpatient and Ambulatory Health Services				
Medical Case Management Including Treatment Adherence Services				
Oral Health Care Services				
Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals				
AIDS Pharmaceutical Assistance (local)				
Early Intervention Services				
Mental Health Services				
Substance Abuse Services (Outpatient)				
Case Management (non-medical)				
Emergency Financial Assistance				
Treatment Adherence Counseling				
Food Bank/Home-Delivered Meals				
Housing Services				
Medical Transportation Services				
Administrative support in Needs Assessment, Local Resource Inventory, and Quality Management		Not Applicable		Not Applicable

EXHIBIT 1
STATEWIDE NEEDS ASSESSMENT

RFP NO. ADHS11-00000347

Geographic Area	Number living with HIV	Number living with AIDS	Unmet Need	Priority Needs
Pima County	1,151	1,244	956 (39.9%)	<ol style="list-style-type: none"> 1. Ambulatory Outpatient Medical Care 2. Oral Health Care 3. AIDS Pharmaceutical Assistance 4. Mental Health Care 5. Medical Case Management 6. Health Insurance Premium and Cost Sharing 7. Substance Abuse Treatment- Outpatient
EMA	5,654	4,969	4,357 (41.0%)	<ol style="list-style-type: none"> 1. Housing Assistance 2. Medications 3. Primary Medical Care 4. Food Bank Services 5. Medical Transportation 6. Mental Health Services 7. Substance Abuse Services 8. Emergency Financial Assistance 9. Health Insurance 10. Case Management
Non-EMA, Non-Pima	1,104	811	661 (34.5%)	<ol style="list-style-type: none"> 1. Medical Care (appointments with Medical doctor or HIV specialist) 2. Health Insurance 3. Dental Care 4. Case Management (medical) 5. Medication Assistance 6. (tie) Housing assistance 6. (tie) Medical Transportation Assistance 7. Emergency Financial Assistance 8. (tie) Mental Health 8. (tie) Nutritional Counseling 9. Health Education/Risk Reduction
State of Arizona	7,909	7,024	5,974 (40.0%)	<ol style="list-style-type: none"> 1. Primary Medical Care 2. Medications 3. Health Insurance 4. Housing Assistance 5. Medical Transportation 6. Nutritional Counseling/Food Bank Services 7. Case Management 8. Mental Health Services 9. Emergency Financial Assistance 10. Oral Health Care

EXHIBIT 2 PROGRAM IMPLEMENTATION PLAN AND EVALUATION PLAN
RFP NO. ADHS11-00000347

Implementation Plan and Evaluation Plan

Program Implementation Plan

The Program Implementation Plan is a detailed picture of the full funding period/project cycle for the first year of this Contract, including planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, and any special considerations in accordance with the information provided in the Method of Approach and Scope of Work of this announcement. This plan should be detailed enough that someone else coming into the program could implement the program using the plan as a roadmap.

An update of this plan will be submitted each year by April 30th.

Program Evaluation Plan

A separate evaluation plan will be submitted. This will be a detailed plan for evaluating and measuring the completion of the Implementation Plan during year one (1) (ending March 31, 2012). An update of the Evaluation Plan will be submitted each year by April 30th. It is recommended that the first year Evaluation Plan focus upon baseline measures using evaluation tools and service data. Service providers must establish the ability to measure baseline program performance using evaluation tools, and service data in order to adequately assess needful areas for ongoing program improvement in which goals may be established. Program improvement goals should be established within Implementation and Evaluation plans in subsequent years using baseline data collected in the first year.

EXHIBIT 2 **PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Service Name and Description			
Example Plan: Outpatient Ambulatory Medical Care			
Goal #1: Persons living with HIV/AIDS in the Part service region who are eligible for Ryan White Part B services will have access to HIV Primary Care			
Objectives (List specific, measurable, achievable/appropriate, realistic and time-phased objectives related to the goal above)	Activities (Describe specific actions to complete the objective)	Number of Clients Served	Number of Client Transactions
1-1: Clients will see a doctor for HIV care at least every 6 months	1a) set next appointment date at each encounter 1b) send postcard of appointment 7-10 days in advance 1c) program staff will call client day before to remind them, and tell them of any eligibility documents they will need to bring to the appointment 1d) client will see a doctor at appointment	1-1) 500 per year	1-1) 1,000 per year
1-2: Clients will have HIV CD4 and Viral load testing at least every 6 months	2a) client will have a blood draw at 6 month intervals when they see the doctor 2b) Client will be informed of their test results.	1-2) 500 per year	1-2) 1,000 per year

<p style="text-align: center;">EXHIBIT 2</p> <p style="text-align: center;">PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN</p>
<p style="text-align: center;">RFP NO. ADHS11-00000347</p>

Goal #1: Example format (You must submit three (3) goals. Only one (1) goal is presented as an example format)			
Objectives	Activities	Time Frame	Unit of service
1-1			
1-2			
1-3			
Goal #2:			
Objectives	Activities	Time Frame	Unit of service
2-1			
2-2			
2-3			

Monitoring and Evaluation Plan			
Event/Time Used Responsible Party	Evaluation and Monitoring Tools	Use and Purpose	Evaluation and Monitoring Questions

EXHIBIT 2 **PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

<p>Monitoring question (The question is used to drive the systematic and consistent collection of information. The question should be specific and related to the service under which it is stated. Some questions may address objectives or activities or resources.)</p> <p>This set of questions is designed to tell the program what it wants to know about the service and the participants in it. Data should be collected to support those questions.</p>	<p>Justification (Describe why the question is being asked, how the information will be used, and which decisions are anticipated.)</p> <p>Why does the program need the information they are asking for?</p> <p>Information should not be gathered if there is no clear reason to have it. What is being asked for should support the program goals, objectives and activities.</p> <p>The reason may be that it is required by a funder.</p>	<p>Information Source (Describe instruments, strategies, and persons that will contribute to obtain the information to address the question.)</p> <p>Evaluation and Monitoring Tools Ex: Service forms, surveys, interviews, chart reviews, intake forms, demographic information</p> <p>How will the information or data be collected? What type of evaluation will be used? Formative evaluation, process monitoring and evaluation, outcome monitoring? What methods will be used?</p> <p>Also consider:</p> <ul style="list-style-type: none"> • Data Collection and Data Entry • Program Improvement • Planning of Service activities • Client satisfaction with program 	<p>Time (Date or period by when the information is needed.)</p> <p>Event or Time that evaluation tools are used-</p> <p>Which program activities are being evaluated, using which tools for each type of activity?</p> <p>Timelines</p> <p>Responsible Party: Who will be responsible for the activity occurring? Will there be in-house evaluation or a subcontracted agency? Who does the analysis and reporting? Who handles quality assurance for the development and administration of the tools?</p>
<p>Evaluation plans shall be in accordance with requirements laid out in the method of approach and scope of work for the announcement.</p>			

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

The fields listed in the tables below are required for reporting to HRSA in the Ryan White Service Report (RSR). The specific content, transfer method, and encryption levels used must comply with HRSA requirements. Specific field content required will vary depending upon the services provided.

Field #	Variable Description	Coding	Rationale1
SV1	Reporting Period	Jan 1 – Jun 30, 20XX Jan 1 – Dec 31, 20XX	
SV2	Unique Provider ID	unique provider number	
Client Demographics			
SV3	Encrypted Unique client ID (eUCI)		
1	Date of client's first service visit at this provider's agency or organization	/ / MM/DD/YYYY If only month and year are known, enter "01" as the day) Unknown	Necessary for identifying new clients Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: GPRA* PART **

Field #	Variable Description	Coding	Rationale1
2	What was the client's vital enrollment status <u>at the end of this reporting period?</u>	Active, continuing in program Referred to another program or services, or became self-sufficient Removed from treatment due to violation of rules Incarcerated Relocated Deceased Unknown	Necessary to track enrollment or vital status over the course of the reporting period Informs the denominator of other items
3	If response is "deceased" in Q2, then answer: What was the client's date of death, if known?	/ / MM/DD/YYYY	
4	Client's year of birth	YYYY Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
5	What is the client's ethnicity?	Hispanic/Latino Non-Hispanic/Latino Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: PART**

EXHIBIT 3 **VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES** **ADMINISTRATION AND ADHS FOR REPORTING**

RFP NO. ADHS11-00000347

6.	What is the client's race? <i>(Select one or more)</i>	White Black or African American Asian Native Hawaiian/ Pacific Islander American Indian or Alaska Native Unknown	Used to identify important population subgroups Necessary for performance measures relevant to ethnicity as required for: PART **
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Field #	Variable Description	Coding	Rationale1
7.	What is the client's current gender?	Male Female Transgender Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to gender as required for: GPRA* PART **
8.	If response is "Transgender" in Q7, then answer: What is the client's transgender subgroup, if known?	Male to female Female to male	
9.	Client's annual household income category as a percent of the Federal poverty level at the end of the reporting period	Equal to or below the Federal poverty level 101-200% of the Federal poverty level 201-300% of the Federal poverty level More than 300% of the Federal poverty level Unknown	Used to identify an important population subgroup Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
10.	Client's housing status <u>at the end of the reporting period</u>	Stable/permanent Temporary Unstable Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
11.	What was the geographic unit code of the client's residence <u>at the end of this reporting period</u> ? If the client's housing is "unstable," enter the geographic unit code of the place the client considered his/her residence or "home base" <u>at the end of this reporting period</u> . Note: The geographic unit code is the initial three digits of a U S Postal Service ZIP code.	— — —	Used to measure and assess the extent of out-of-service area utilization. Used to determine areas of eligibility

Field #	Variable Description	Coding	Rationale1
12.	What was the client's HIV/AIDS status <u>at the end of the reporting period</u> ? Note: HIV-indeterminate (infants only)—A child under the age of 2 whose HIV status is not yet determined but was born to an HIV-infected mother	HIV negative HIV +, not AIDS HIV-positive, AIDS status unknown CDC-defined AIDS HIV indeterminate (infants only)	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to HIV/AIDS status as required for:

EXHIBIT 3 VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING
RFP NO. ADHS11-00000347

		Unknown	PART*
13	If response is "CDC-defined AIDS" in Q12, then answer: What is the year of the client's AIDS diagnosis, if known?	YYYY	
14	What is the client's risk factor for HIV infection (select one or more)	Male who has sex with male(s) (MSM) Injecting drug use (IDU) Hemophilia/ coagulation disorder Heterosexual contact Receipt of blood transfusion, blood components, or tissue Mother w/at risk for HIV infection (perinatal transmission) Other Unknown	Used to identify important population subgroups
15	Indicate <u>all sources</u> of the client's health insurance <u>during this reporting period</u> :	Private Medicare Medicaid Other Public No Insurance Other Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale
Core Services: Only report data for the services your agency has been funded to provide. The service should be paid for, at least partially, with Ryan White funds. Include services that are initially paid for Ryan White funds and later reimbursed by a third party. Do not report services paid entirely by a third party, even if that service is provided by an individual whose salary is Ryan White-funded.			
16	Outpatient ambulatory health services	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to number of visits as required for: GPRA* PART **
17	Oral health care	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
18	Early intervention services (Parts A and B)	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

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19	Home health care	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
20	Home and community-based health services	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
21	Hospice services	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale1
22	Mental health services	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
23	Medical nutrition therapy	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
24	Medical case management (including treatment adherence)	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
25	Substance abuse services--outpatient	Number of visits <u>in each quarter of reporting period</u> — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
26	Did the client receive Local AIDS Pharmaceutical Assistance (APA, not ADAP) <u>at any time during each quarter of this reporting period?</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
27	Was Health Insurance Program (HIP) funding provided for this client <u>each quarter during this reporting period?</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Support Services:

Only report data for the services your agency has been funded to provide. The service should be paid for, at least partially, with Ryan White funds. Including services that are initially paid for with Ryan White funds and later reimbursed by a third party. **DO NOT** report services paid entirely by a third party, even if that service is provided by an individual whose salary is Ryan White-funded.

28	Received Case management (non- medical) services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
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Field #	Variable Description	Coding	Rationale1
29	Received Child care services <u>each quarter during this reporting period</u>	Yes No Unknown	Accountability, use of funds Ryan White HIV/AIDS Treatment

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

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		— —	Extension Act of 2009 Legislative Requirement
30	Received Developmental assessment/early intervention services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
31	Received Emergency financial assistance <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
32	Received Food bank/home-delivered meals <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
33	Received Health education/risk reduction <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
34	Received Housing services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
35	Received Legal services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
36	Received Linguistic services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale1
37	Received Transportation services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
38	Received Outreach services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
39	Received Permanency planning <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
40	Received Psychosocial support services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

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41	Received Referral for health care/supportive services <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
42	Received rehabilitation services <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
43	Received Respite care <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
44	Received Substance abuse services—residential <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale1
45	Received Treatment adherence counseling <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
Clinical information: Outpatient/ambulatory medical care providers should report clinical data for eligible HIV-positive and indeterminate clients that receive a Ryan White funded medical service.			
46	Was HIV risk reduction screening/counseling provided to this client <u>during this reporting period</u> ?	Yes No Unknown — — —	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: GPRA*
47	Date of the client's <u>first outpatient/ambulatory care visit</u> at this provider agency	_/_/_ MM/DD/YYYY (only month and year are known, enter "01" as the day.) Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to medical visits as required for: GPRA* PART**
48	List <u>all the dates</u> of the client's outpatient ambulatory care visits in this provider's HIV care setting with a clinical care provider <u>during this reporting period</u> .	_/_/_ MM/DD/YYYY	Necessary for performance measures relevant to number of visits as required for: GPRA* PART**
49	Report all CD4 counts and their dates for this client <u>during this report period</u> .	Value _____ Date _/_/_ MM/DD/YYYY	Necessary for performance measures relevant to number of visits for care as required for: GPRA* PART **

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

50	Report all Viral Load counts and their dates for this client <u>during this report period</u>	Value _____ Date ____/____/____ MM/DD/YYYY	Necessary for performance measures relevant to number of visits for care as required for: GPRA* PART **
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Field #	Variable Description	Coding	Rationale1
51	Was the client prescribed PCP prophylaxis at any time <u>during this reporting period</u> ?	Yes No Not medically indicated No, client refused Unknown	Necessary for performance measures relevant to PCP prophylaxis screening as required for: GPRA*
52	Was the client prescribed HAART at any time <u>during this reporting period</u> ?	Yes No, not medically indicated No, not ready (as determined by clinician) No, client refused No, intolerance, side-effect, toxicity No, HAART payment assistance unavailable No, other reason Unknown	Necessary for performance measures relevant to client's HAART status as required in: GPRA* PART **
53	Was the client screened for TB <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to TB screening as required for: GPRA*
54	If response is "no" or "not medically indicated" in Q53, then answer: Has the client been screened for TB <u>since his/her HIV diagnosis</u> ?	Yes No Not medically indicated Unknown	
55	Was the client screened for syphilis <u>during this reporting period</u> ? (exclude all clients under the age of 18 who are not sexually active)	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to syphilis screening as required for: GPRA*

Field #	Variable Description	Coding	Rationale1
56	Was the client screened for Hepatitis B <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to Hep B screening as required for: GPRA*
57	If response is "no" or "not medically indicated" in Q56, then answer: Was the client screened for Hepatitis B <u>since his/her HIV diagnosis</u> ?	Yes No Not medically indicated Unknown	
58	Has the client completed the vaccine series for Hepatitis B?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to Hep B as required for:
59	Was the client screened for Hepatitis C <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to TB screening as required for: GPRA*

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

60	If response is no" or "not medically indicated" in Q59, then answer: Has the client been screened for Hepatitis C since his/her HIV diagnosis?	Yes No Not medically indicated Unknown	
61	Was the client screened for substance use (alcohol and drugs) during this reporting period?	Yes No Not medically indicated Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to substance use screening as required for: GPRA*
62	Was the client screened for mental health during this reporting period?	Yes No Not medically indicated Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to mental health screening as required for: GPRA*

Field #	Variable Description	Coding	Rationale ¹
63	(For HIV+ women only) Did the client receive a Pap smear during this reporting period?	Yes No Not medically indicated Not applicable Unknown	Necessary for performance measures relevant to Pap smears as required for: GPRA*
64	(For HIV+ women only) Was the client pregnant during this reporting period?	Yes No Not applicable Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to pregnant clients as required for: GPRA* PART**
65	(For HIV+ women only) If response is "yes" in Q64, then answer: When did the client enter prenatal care?	First trimester Second trimester Third trimester At time of delivery Not applicable Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to appropriate services to reduce perinatal transmission as required for: GPRA* PART**
66	(For HIV+ women only) If response is "yes" in Q64, then answer: Was the client prescribed antiretroviral therapy to prevent maternal to child (vertical) transmission of HIV?	Yes No Not applicable Unknown	

¹ * Ryan White legislation: Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.

EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING

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* GPRA: The Government Performance and Results Act (GPRA), enacted in 1993, requires Federal agencies to establish standards measuring their performance and effectiveness.

** PART: The Program Assessment Rating Tool (PART) was developed to assess and improve program performance so that the Federal government can achieve better results.

In addition to the HRSA measures required in the RSR report, ADHS shall require all offerors to evaluate and report the following performance measures as part of the 2010-2011 Ryan White Part B Quality Management Plan. Performance measures will be updated annually. The current performance measures for Part B providers are:

- 1) Clients with HIV and eligible for Ryan White Part B services receive two (2) or more medical visits per year.
- 2) Clients with HIV and eligible for Ryan White Part B services receive an oral exam at least once per year.

EXHIBIT 4 SECURITY AND CONFIDENTIALITY STANDARDS
RFP NO. ADHS11-00000347

Security and Confidentiality Standards

1. Purpose and Scope

The purpose of these standards is to provide guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by State or local law or are otherwise necessary.

Rules of Behavior

Providers and their staff will fully comply with applicable federal, state and local laws regulating protection of health data, including HIPAA.

You are responsible for the confidentiality of client data, whether on paper, in CareWare, any other data system, or on any recordable media. Your program should have a documented policy regarding confidentiality. This policy should cover both legal and ethical requirements for confidentiality of client data and information. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media. Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Arizona Department of Health Service staff will look at the data you enter for program evaluation, monitoring, and other purposes. Always enter true, accurate, current, and complete information into data systems used for these purposes.

Do not share your password or user account with anyone. If someone else from your agency needs access and does not have a username and password, you should work with those responsible for your IT security to provide them with their own access rights.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor. You agree to immediately notify the Arizona Department of Health Services of any breach of security regarding Ryan White service data. You also agree log off, or lock your workstation when you are not using it.

Your security policy should require you to make regular periodic changes to your password.

You should not use your browser's ability to save passwords to websites and never let a browser or any other software save your user name or password.

Your system should be protected by a firewall that restricts outside access, and should also have virus and malware protection.

EXHIBIT 4 SECURITY AND CONFIDENTIALITY STANDARDS
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You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

Without limiting the foregoing, you agree that you will not use any computer provided by ADHS, or any computer used in the course of performing Ryan White Part B services to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ADHS websites, any software or hardware, or telecommunications equipment;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
9. Interfere with or disrupt any websites, servers, or networks;
10. Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
11. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through your computer;
13. Mount any denial of service attacks on any website or server using your computer; or
14. Engage in any illegal activities.

3. Statement of System Policy

EXHIBIT 4 SECURITY AND CONFIDENTIALITY STANDARDS
RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 5 PROGRAM EVALUATION PLAN
RFP NO. ADHS11-00000347

Evaluation Information for Quality Management

Why Evaluate?

- Because it is required by HRSA
- To ensure programs are effective
- Program improvement
- To be accountable to clients and funders
- To aid in dissemination of knowledge
- To influence policy makers
- Tells us to continue, to change or to stop
- For use in future funding requests

Types of Evaluation

Formative- needs assessment, looks at strengths or gaps in programs or performance, trends in services, emerging issues- lets the program know how an intervention should be designed or modified to address those needs, baseline data. Helps to design and/or modify interventions, plan trainings and allocate resources

Process Monitoring- Collects data describing the characteristics of the pop served, the services provided and resources used to deliver them; numbers of sessions, participants, trainings, demographics: answers who, how many, what services, demographics

Process Evaluation- More detailed data about how the intervention was delivered, differences between intended and served populations and access to intervention; how session was conducted, what curriculum and materials were used, extent to which population received training or services, strengths and weaknesses of the program; answers- was it implemented as intended, did it reach intended audience, were materials used, barriers etc. Staff competency How is the service program being implemented? Critical part of quality assurance

Outcome monitoring- Data about changes in knowledge, attitudes, skills, behaviors, measures change in Knowledge, Attitudes and Beliefs (KAB), increase in knowledge, changes in intentions, new skills, changes in behavior; answers- did the intervention outcomes occur?

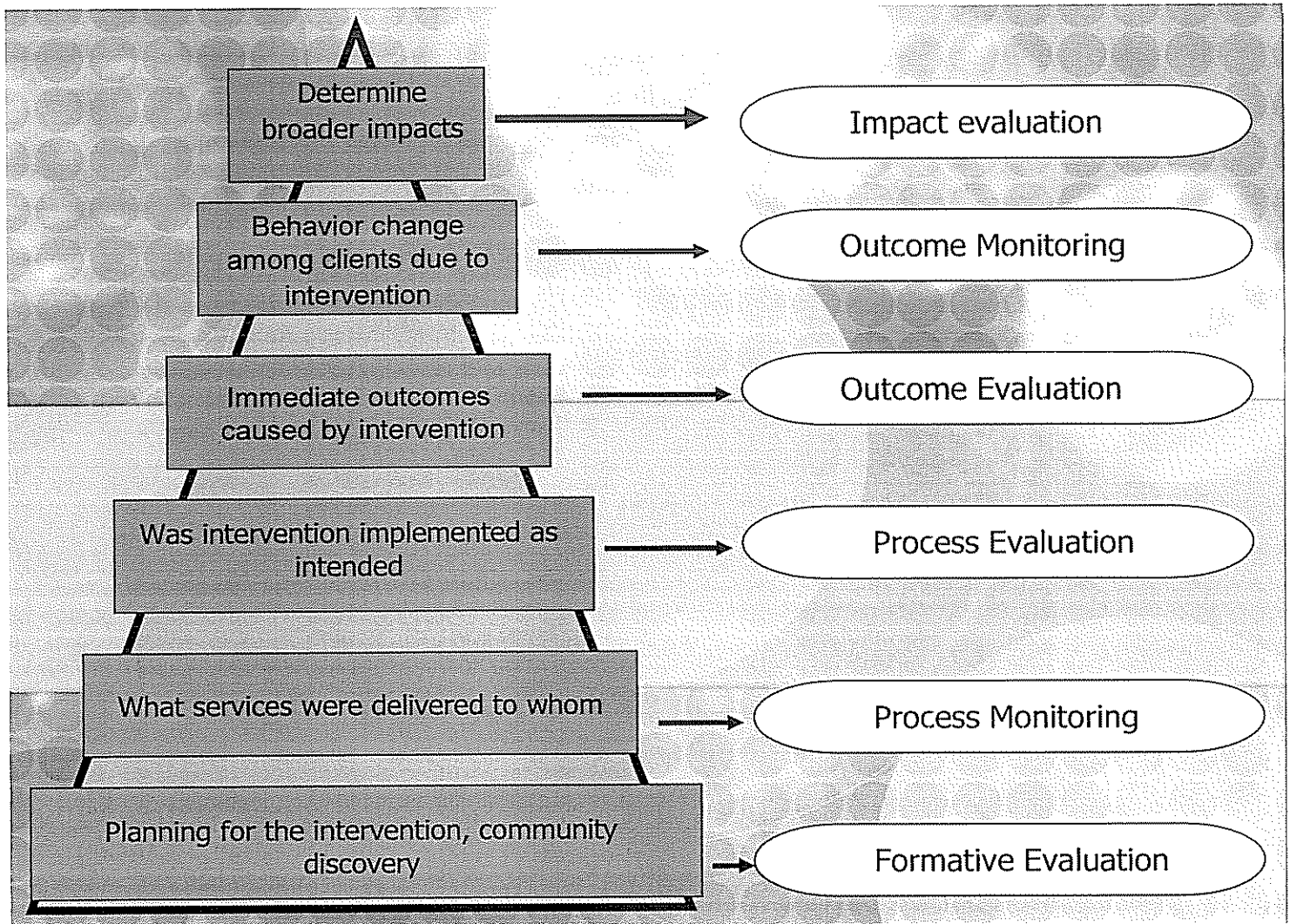
Outcome evaluation-Not supported by this funding Evaluation and data to see if the intervention caused the outcome- research with comparison groups; measures changes in KAB, changes in intention to adopt behaviors, changes in actual behavior, acquisition of new skills Does the program reduce client's risky behavior?

Impact evaluation- State Surveillance Programs Collects data about HIV at the jurisdictional, regional or national level- measures morbidity- prevalence and incidence, mortality and disease trends, answers questions about trends and populations

EXHIBIT 5 PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Types of Evaluation



Distinction between Monitoring and Evaluation

Monitoring: tracks the key elements of program performance over time

Evaluation: distinguishes the measured change in targeted results that can be attributed to the intervention

This slide courtesy of Border Health Foundation, Monitoring and Evaluation

EXHIBIT 5 PROGRAM EVALUATION PLAN
RFP NO. ADHS11-00000347

OBJECTIVES: The SMART Method

Specific: Does the objective clearly specify what will be accomplished and by how much?

Measureable: Is the objective measurable?

Appropriate: Does the objective make sense in terms of what the intervention is trying to accomplish?

Realistic: Is the objective achievable given available resources and experience?

Time-Phased: Does the objective specify when it will be achieved?

EXHIBIT 6 CULTURAL COMPETENCY STANDARDS
RFP NO. ADHS11-00000347

Cultural Competency Standards - CLAS

Definition

Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

☐ **Standard 1**

Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred

☐ **Standard 2**

Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area

☐ **Standard 3**

Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery

☐ **Standard 4**

Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

☐ **Standard 5**

Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

☐ **Standard 6**

Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

☐ **Standard 7**

Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area

☐ **Standard 8**

Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

EXHIBIT 6 CULTURAL COMPETENCY STANDARDS
RFP NO. ADHS11-00000347

☐ **Standard 9**

Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

☐ **Standard 10**

Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

☐ **Standard 11**

Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

☐ **Standard 12**

Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

☐ **Standard 13**

Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

☐ **Standard 14**

Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

EXHIBIT 7 MATERIALS REVIEW STANDARDS
RFP NO. RFP11-00000347

MATERIALS REVIEW STANDARDS

All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.

Guidelines for Content:

1. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.
2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.
3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.
4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

ADHS Guidelines for Content:

1. All current materials which have been produced/approved at the federal level (i.e., CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.
2. What is defined as obscene shall be determined by ADHS on a case by case basis.
3. All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
4. Information must be accurate, current, and culturally appropriate.

EXHIBIT 8 DELIVERABLES INFORMATION
RFP NO. ADHS11-00000347

Deliverables

Monthly- CER due 15th of month- following month of service

This must include an expenditure back-up with documentation of all expenditures for which reimbursements are being requested. Each category on Contractor Expenditure Report (CER) must have an allowable expense Receipts/invoices for every expense should be maintained by the contractor for auditing purposes

Provide details – the expenditure detail report should show the cost of the invoice and how that invoice was paid. RW is a payer of last resort and since RW cannot be the only funding source for a contractor, that contractor has the fiscal responsibility in making sure that RW funds are used proportionately according to FTE, clients, etc

An expenditure report must be accompanied with the CER. The expenditure report must include all actual expenditures and what portion of that expenditure was paid by the Ryan White contract. All invoices are to remain with the contractor for auditing purposes.

These reports should include:

- Personnel and ERE break-out showing what was paid by the contractor. Expenses paid by the employee are not reimbursable (i.e. social security tax, state tax, federal tax, employee portion of benefits etc)
- Cost of operating (includes travel, office supplies, rent, etc) expenses and what percentage of those expenses were paid by the Ryan White Program.
- Organizations requesting indirect cost reimbursement must have an approved and current Indirect cost rate agreement (must show proof) issued by HHS.
- Professional and outside services

Monthly- Monthly Activity Report (must accompany the CER) due on the 15th of the month following the month of service

The MAR includes a detailed budget section for the contractor to break-out services and administration costs. The MAR keeps track of contract year-to-date totals as well as calendar year-to-date totals. The information provided on the MAR's is used for year-end reporting to HRSA.

Information on the MAR should include:

- Budget (this should match the Price Sheet and Budget that was submitted at the beginning of the contract year)
- HRSA defined service categories
- Unduplicated persons served
- Total service encounters/units provided (service encounter is measured in 15 minute increments)
- Contract year-to-date encounters
- Calendar year-to-date encounters
- Total new persons served

Quarterly Narrative Report due on the 15th of the month following the end of the quarter

The narrative should include, but is not limited to, intervention implementation progress during the quarter on:

- Early service
- Early Identification of Individuals with HIV/AIDS
- Program Events- what, where, why, number of participants

EXHIBIT 8 DELIVERABLES INFORMATION
RFP NO. ADHS11-00000347

- Staff training
- Quality Management trainings
- Other activities with details
- Challenges and Successes during the month
- Participant outcomes
- Progress towards meeting program objectives
- Prospective changes to personnel
 - key personnel clause of Contract requires notification to program monitor of any changes to staffing and approval of staff in those positions

Annual Narrative Report due on the 15th of the month following last quarter of the fiscal year (April 15th)

The Annual Narrative Report is the same as the Quarterly Narrative Report, and should include, but is not limited to, all items required in the Quarterly Narrative Report for the last quarter of the fiscal year, plus an annual narrative.

CAREWare/or other HRSA approved RSR capable reporting system – Data entry to be completed within two working days of the client service

CAREWare (or other HRSA approved RSR capable reporting system) is used for required Ryan White reporting.

Reports include:

- Monthly Service Report (when developed)
- Ryan White Data Report (RDR), and/or Ryan White Services Report (RSR);
- WICY (Women, Infant, Children, and Youth; and
- Any other report that HRSA may need.

Contractors shall use an authorized data reporting system that is approved by HRSA. The State of Arizona Ryan White Part B program recommends and supports CAREWare.

Evaluation Reports:

- **Service Delivery Plan-** April 30th for the Contract year, updated yearly
Include the following with the service delivery plan update: Responsible parties, changes to be made, how requirements will be met, quality management and program improvement plans, evaluation tools
- Process and/or outcome measures. Sources of data may include, but are not limited to: satisfaction surveys, knowledge assessments (pre/post tests), follow-up surveys, meetings with staff and clients to assess program quality and improvement.
 - As applicable- Information about technical assistance- received, requested or needed
 - Include plans and desired results

Program Implementation Plan: (Also called work or project plan) Due by April 30th for the Contract year
A comprehensive outline of activities and tasks to be undertaken during the Contract year. As the plan will designate what will be needed at given times during the intervention it will account for variance in monthly unit costs. Further information is included in the method of approach for the announcement. The implementation plan must include timelines and responsible parties.

Other deliverables as determined by ADHS and Contractor:

- Quality Management Plans- Submitted as requested by ADHS- progress made on these should be included in monthly narratives as well as plans for program improvement. Shall minimally include measures, data to be collected, method of measurement and method of analysis

EXHIBIT 8 DELIVERABLES INFORMATION
RFP NO. ADHS11-00000347

- Policies and Procedures- Submitted as requested by ADHS- based on program model
- Out of State Travel- not allowed under this Contract
- Budget Worksheet and Detailed Budget Narrative- Due December 1st (or earlier) for following year, as agreed by ADHS
- Expenditure reports due monthly by the 15th for the prior calendar month with CER, MAR and supporting documentation
- Budget Projections- Due January 1st for remainder of current year, include if budget realignments would need to be made (15% limitations)
- Annual Financial Report- April 30th for previous year- include total expenditures and budget narrative of how funds were spent
- Annual Audit Report – July 1 for previous year

EXHIBIT 9

BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

BUDGET DEVELOPMENT GUIDELINES

Specific types of Provider costs are to be grouped into six budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines

1. PERSONNEL SERVICES

- a. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of Contract services.
- b. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other acceptable method.
- c. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the Contract period must be included in the budgeted salary costs.

2. EMPLOYEE RELATED EXPENSES (ERE)

- a. Employee related expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the Contract must be earned during the Contract period. Benefits accrued prior to the Contract, but not yet paid out, are not expenses allowed by the Department.
- b. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

3. PROFESSIONAL AND OUTSIDE SERVICES

- a. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the Contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- b. A written specification, of each of the consultant services to be performed, is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a per hour billing basis.

4. TRAVEL

- a. Travel will include the cost of transporting staff and clients during the provision of Contract services. The following allowable travel costs are included within this category:
 - i. Staff-owned vehicles: mileage reimbursement;
 - ii. Provider agency-owned vehicles: operating expenses and depreciation;
 - iii. Sub-contracted travel services;
 - iv. Rented vehicles;
 - v. Government motor pool vehicles;
 - vi. Public transportation; and
 - vii. Per diem.

EXHIBIT 9 BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

b. Staff-Owned Vehicles

- i. The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the offerors designated mileage reimbursement rate. In public Provider agencies, the mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be budgeted for employees using their vehicles for Contract services.

c. Provider Agency-Owned Vehicles

- i. Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.
- ii. There are two methods to budget motor vehicles with regard to acquisition cost:
- iii. The vehicle may be purchased with Provider agency funds. The cost will be depreciated over the useful life of the vehicle. The current year depreciation expense is listed in the Travel Category of the Service Budget.
- iv. The agency may budget the entire acquisition cost as a first year expense under the Equipment Category.

d. Rented Vehicles

- i. If either a public or private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle. If a vehicle has been rented by the Provider until its acquisition cost has been reduced to below \$5,000, it may be purchased and budgeted as a current cost.

e. Motor Pool Vehicles

- i. Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

f. Public Transportation

- i. In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

g. Per Diem

- i. While Providers are encouraged to minimize the overnight travel costs, certain Contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the offerors designated per diem reimbursement rate. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

EXHIBIT 9

BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

5. OTHER OPERATING

- a. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of Contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.
- b. The costs of materials and supplies, necessary for the delivery of Contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.
- c. Program Supplies
 - i. Program supplies include consumable supplies used directly in the provision of Contract services.
 - ii. **Materials**
 - (1) Materials are consumable supplies used directly by the clients in the provision of Contract services. Material supplies will include but need not be limited to:
 - (2) Arts and Crafts;
 - (3) Housekeeping Goods (dishes, linens, etc.);
 - (4) Client Activities Costs;
 - (5) Toys; and
 - (6) Literature
 - iii. **Medical Items**
 - (1) Medical care is an allowable cost if it is necessary to achieve the objective of the Contract services.
 - (2) Professional Medical Services: The cost of medical professionals is an allowable expense. However, the cost should normally appear in the Personnel or Professional and Outside Services Category contingent upon the terms of the agreement between the Provider agency and the medical professional(s).
 - (3) Pharmaceuticals: Pharmaceuticals should be budgeted on an actual cost basis.
 - (4) Medical Supplies: Medical supplies should be budgeted on an actual cost basis.
- d. Office Supplies
 - i. **General Office Supplies**
 - (1) Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the Contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.
 - ii. **Equipment**
 - (1) Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category.
 - iii. **Postage**

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

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- (1) Postage may be budgeted by applying a monthly base to the total number of months in the Contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

iv. Reproduction and Printing

- (1) The cost of printing and reproduction services, necessary for the performance of the Contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

e. Maintenance of Space

- i This item includes costs necessary for the upkeep of the Provider's facilities which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

f. General Operating

- i. Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.
- ii. Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for Contract services, will be permitted.
- iii. Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those which the Provider agency should normally use as good business practice will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.
- iv. Advertising: To acquire quality goods or services at a low cost; to recruit potential employee; or to inform the public of the availability of services.
- v. Training: Provider agency employees are eligible for training directly related to the Contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for this budgeted expense must be documented in the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.
- vi. Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the Contract services. The following types of costs may be part of this item's budget expense:
- (1) Library - purchases and fees;
 - (2) Subscriptions - professional literature;
 - (3) Membership - dues; and
 - (4) Professional activities, clubs and meetings.
- vii. General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the Contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

6. CAPITAL OUTLAY (EQUIPMENT)

- a. The cost of equipment essential to the delivery of Contract services and the maintenance of that equipment is allowable as a budgeted expense. Equipment which materially increases the value or useful life of a facility is unallowable.
- b. The Equipment Category, which includes office and program equipment, has been subdivided into two sections: (1) Equipment Costs, and (2) Equipment Maintenance Costs. (Provider agencies should note that vehicle operating expenses are to be budgeted within the Travel Category.)
- c. Capital Equipment Costs
 - i. Capital equipment costs may be budgeted through one of the following four methods:
 - (1) Purchase;
 - (2) Rental/Lease;
 - (3) Depreciation; and
 - (4) Use Allowance.
- d. Equipment Maintenance Costs
 - i. To keep equipment at an efficient operating level, various maintenance services may be necessary.
 - ii. Maintenance services provided by vendors either under a services subcontract or as random repairs will be budgeted under this sections. Care must be used that costs of maintenance services call do not duplicate maintenance fees provided for in rental agreements. Maintenance costs must be calculated in proportion to the use of the item by the Provider agency in the delivery of Contract services.

7. OTHER

- a. Indirect costs - Indirect costs are those incurred for a common or joint purpose benefiting more than one cost objective or activity and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

APPLICANT'S EXPENDITURE REPORT

Arizona Department of Health Services
Accounting/Contracts
1740 W. Adams Street
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period Covered: From _____ To _____

4A. ☒ Cost Reimbursement -
Cumulative Actual Expenditures

☐ Fixed Price

4B. ☐ Periodic Report

☐ FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price				
5. COST REIMBURSEMENT (Actual Expenditures) A. Account Classification:	Approved Budget (a)	Prior Report Period Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
Personal Services and ERE	\$ -	\$ -	\$ -	\$ -
Professional and Outside Services	\$ -	\$ -	\$ -	\$ -
Travel Expenses	\$ -	\$ -	\$ -	\$ -
Other Operating Expense	\$ -	\$ -	\$ -	\$ -
Capital Outlay Expense	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
6. FIXED PRICE				
A. Type of Unit:	Rate per Unit (1)	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
TOTAL				

ADHS USE ONLY		THIS SECTION FOR ADHS ACCOUNTING USE ONLY	
ADHS PROGRAM COORDINATOR CERTIFICATION:		7. CONTRACTOR CERTIFICATION	
<input type="checkbox"/> Performance satisfactory for payment		I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.	
<input type="checkbox"/> Performance unsatisfactory, withhold payment			
<input type="checkbox"/> No payment due			
PROGRAM COORDINATOR SIGNATURE/DATE		AUTHORIZED CONTRACTOR'S SIGNATURE/TITLE/DATE	

EXHIBIT 10 CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT

RFP NO. ADHS11-00000347

Monthly Activity Report

Contact Information Table

Provider Name:	Insert the name of the organization
Contract Number:	Insert the contract number issued by the ADHS
Address:	location of organization
City, State, Zip Code:	location of organization
Contact Name:	person to contact when there are questions about the billing
Title:	title of the contact name
Phones, Fax:	contact person's phone number
Email:	e-mail for the contact person
Period Covered in This Report:	example: April 1, 2010 - April 30, 2010 or 4/1/10-4/30/10

EXHIBIT 10 CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT

RFP NO. ADHS11-00000347

MONTHLY EXPENDITURE REPORT TABLE

Provider Name:	January--00				
Reporting Period:					
HRSA Defined Service Categories	Part B Budget for Current Contract with ADHS	Prior Period Expenditures (Contract Year-To-Date)	Cost Incurred This Reporting Month	Total Expended Contract Year-To- Date (D=B+C)	Variances (Amount remaining in your budget) (E=A-D)
	A	B	C	D	E
Core Medical					
Outpatient/Ambulatory Health Services				\$0.00	\$0.00
AIDS Pharmaceutical Assistance (local)				\$0.00	\$0.00
Oral Health Care				\$0.00	\$0.00
Health Insurance Premium & Cost Sharing Assistance				\$0.00	\$0.00
Mental Health Services				\$0.00	\$0.00
Medical Case Mgmt (Inc. Treatment Adherence)				\$0.00	\$0.00
Substance Abuse Services-outpatient				\$0.00	\$0.00
Early Intervention Services		\$0.00		\$0.00	\$0.00
Core Medical Sub-totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Support Services					
Case Mgmt (non-medical)				\$0.00	\$0.00
Treatment Adherence Counseling				\$0.00	\$0.00
Housing Services				\$0.00	\$0.00

EXHIBIT 10

RFP NO. ADHS11-00000347

EXHIBIT 10 CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT

RFP NO. ADHS11-00000347

CLIENT / SERVICE UTILIZATION MONTHLY REPORT TABLE

Provider Name:							
Reporting Period:							
HRSA Defined Service Categories	Total Unduplicated Persons Served			Total Service Encounters/Units Provided			
	During This Reporting Period		During Contract Year-to-Date (Apr 1 - Mar 31)	During Calendar Year-to-Date (Jan 1 - Dec 31)	During This Reporting Period	During Contract Year-to-Date (Apr 1 - Mar 31)	During Calendar Year-to-Date (Jan 1 - Dec 31)
	I	J	K	L	M	N	
Outpatient Medical Care		0			0		
AIDS Pharm Assistance (local)		0			0		
Oral Health Care		0			0		
Health Insurance & Cost Sharing		0			0		
Mental Health Services *		0			0		
* HIV Infected		0			0		
* HIV Affected		0			0		
Medical Case Mgmt (Inc. Treatment Adherence)		0			0		
Substance Abuse Services *		0			0		
* Outpatient		0			0		
* Residential		0			0		
Early Intervention Services		0			0		
Case Management (non-med) *		0			0		
* HIV Infected		0			0		
* HIV Affected		0			0		

EXHIBIT 10 CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT

RFP NO. ADHS11-00000347

Emergency Financial Assistance		0			0	
Food Bank/Home-Delivered Meals		0			0	
Housing Services		0			0	
Medical Transportation Services		0			0	
Totals		0	0		0	0
Total New persons Served		0			Do not enter information in this field	

<p style="text-align: center;">EXHIBIT 11 RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS AND REQUIREMENTS</p>

<p style="text-align: center;">RFP NO. ADHS11-00000347</p>
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Although the Ryan White legislation provides for other service categories, the Arizona Ryan White Part B Program is seeking to fund only services in the categories listed below. These services are to be delivered to eligible clients in all counties of the State of Arizona except Maricopa Co., Pinal Co., and Mohave Co. Given the limited resources available to the Program, and the sweeping changes that will be taking place in the ADAP program beginning 1/1/201, sustaining existing services through that transition must be the primary objective at this time. However, as the program changes anticipated take place, an expansion of services may be possible. Those additional services would be provided under a separate future solicitation process. Services delivered under this Contract shall adhere to the most recent guidelines for the treatment of HIV disease and related opportunistic infections established by the United States Public Health Service. These may be found at <http://www.aidsinfo.nih.gov/guidelines/>. Services to be funded under this solicitation are:

Core Medical Services:

Outpatient and Ambulatory Health Services;
Medical Case Management Including Treatment Adherence Services;
Oral Health Care Services;
Health Insurance Premium and Cost Sharing Assistance for Low Income
Individuals;
AIDS Pharmaceutical Assistance (local);
Early Intervention Services;
Mental Health Services;
Substance Abuse Services (Outpatient);

Support Services:

Case Management (non-medical);
Emergency Financial Assistance;
Treatment Adherence Counseling;
Food Bank/Home-Delivered Meals;
Housing Services;
Medical Transportation Services;

Administrative Support:

Regional Needs Assessment, Resource Inventory Development, and Quality Management (ADHS will only consider proposals that cover the entire Part B service region)

<p style="text-align: center;">EXHIBIT 11 RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS AND REQUIREMENTS</p>

<p style="text-align: center;">RFP NO. ADHS11-00000347</p>
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Further Requirements:

Offerors submitting proposals to provide Outpatient and Ambulatory Health Services or Medical Case Management Including Treatment Adherence Services shall also include proposals to provide Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals and Early Intervention Services. The combination of these services is intended to support the transition of AIDS Drug Assistance Program enrollees into health insurance continuation, and to support the Ryan White Part B response to HRSA Early Identification of Individuals with HIV/AIDS (EIHA) requirements.

SERVICE DEFINITIONS:

Core Medical Services

Outpatient and Ambulatory Medical Care - the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). *Primary medical care* for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

AIDS Pharmaceutical Assistance (Local) - local pharmacy assistance programs implemented by Part B Grantees to provide HIV/AIDS medications to clients. Programs are considered AIDS Pharmaceutical Assistance programs if they provide HIV/AIDS medications to clients and meet all of the following criteria:

- 1) Have a client enrollment process;
- 2) Have uniform benefits for all enrolled clients;
- 3) Have a record system for distributed medications; and
- 4) Have a drug distribution system.

EXHIBIT 11 RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS AND REQUIREMENTS
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RFP NO. ADHS11-00000347

Programs are not AIDS Pharmaceutical Assistance programs if they dispense medications in one of the following situations:

- 1) As a result or component of a primary medical visit;
- 2) On an emergency basis (defined as a single occurrence of short duration); or
- 3) By giving vouchers to a client to procure medications.

Local AIDS Pharmaceutical Assistance programs are similar to ADAP programs in that they provide medications for the treatment of HIV disease. However, local AIDS Pharmaceutical Assistance programs are not paid for with Part B funds "earmarked" for ADAP.

Oral Health Care - diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers.

Early Intervention Services - counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose to extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.

Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals - the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, copayments, and deductibles.

Mental Health Services - psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

Medical Case Management Services Including Treatment Adherence - are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities

<p style="text-align: center;">EXHIBIT 11 RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS AND REQUIREMENTS</p>

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include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Substance Abuse Services (Outpatient) - the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

Support Services

Case Management (Non-Medical) - the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Nonmedical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance - the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.

Food Bank/Home Delivered Meals - the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.

Housing Services - the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.

Medical Transportation Services - conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

<p style="text-align: center;">EXHIBIT 11 RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS AND REQUIREMENTS</p>

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Medical transportation is classified as a support service and is used to provide transportation for eligible Ryan White HIV/AIDS Program clients to core medical services and support services. Medical transportation must be reported as a support service in all cases, regardless of whether the client transported to a medical core service or a support service.

Psychosocial Support Services - the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

Treatment Adherence Counseling - the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by nonmedical personnel outside of the medical case management and clinical setting.

ADMINISTRATIVE SUPPORT:

Administrative support to ADHS Ryan White Part B program in the area of Needs Assessment development, local resource inventory, and quality management. This service will provide support to ADHS by working with and through existing community groups throughout the Part B service region to develop regional needs assessments that can be combined into a statewide needs assessment updated every two (2) years. If groups already exist, such as HIV/AIDS consortia these will be used. If groups do not exist, the service provider will first need to organize regional community groups through which to do local needs assessments. These groups will also be supported to conduct an inventory of available resources for HIV/AIDS care, treatment, and support in each service region.

This service will also work with the ADHS Ryan White Part B program Quality Management Program to liaise with and assist contracted service providers to develop and use tools and methods that provide consistent documentation of medical case management care plans, and measurement and reporting of clinical quality measures as established by ADHS at each provider site.

The provider will need to travel to different regions of the state to take part in regional group meetings, and will also need to work with the ADHS Ryan White Part B Program Data Manager to provide local groups with epidemiological support, and data analysis as needed in the development of local needs assessments.

EXHIBIT 12

RYAN WHITE PART B ELIGIBILITY SCREENING POLICY

RFP NO. ADHS11-00000347

Ryan White Part B Eligibility Screening Policy:

Ryan White Part B providers should establish the eligibility of applicants along the following guidelines before services can be paid for by Ryan White Part B:

- 1) The applicant's identity should be established through documentation. If the identity of the applicant on the application differs from supporting documentation, the applicant's identity should be established with a government issued form of identification.
- 2) The applicant's HIV status should be established through documentation that meets the current State Communicable Disease case definition for HIV. Acceptable documentation includes a positive Western Blot test result, a detectable HIV viral load test result or a signed statement by a licensed medical provider giving the date of a positive Western Blot or detectable HIV viral load test on file with that provider.
- 3) Residency within the Part B service region of Arizona shall be established with documentation. See attached residency documentation list for acceptable forms of documentation. Applicants residing in Mohave County, Arizona are served through the Las Vegas Ryan White Part A program. Arizona ADAP serves residents of Mohave County. Other specific services may be provided to Mohave County residence based upon availability of gap funding. Please inquire with the Part B program administration.
- 4) Household size shall be established in documentation for the applicant. The household includes the applicant, as well as any other persons with whom they live to whom they are related by birth, marriage, or adoption.
- 5) Household income shall be established in documentation for the applicant. The household income includes that of the applicant, and any other adult members of the household to whom the applicant is related by birth, marriage, or adoption. Household income includes total gross income, both earned and unearned, from any source, to any member of the household aged 18 and above. Income to household members under 18 is excluded.
- 6) The applicant's current poverty standing shall be calculated from established household size and household income, and shall be at or below 300% of current Federal Poverty.
- 7) Case management may be provided for the purpose of conducting eligibility screening and coordination of benefits to all applicants regardless of FPL if eligibility screening and coordination of benefits are provided through case management.
- 8) Early Intervention Services may be provided for the purpose of HIV diagnostic testing to all persons who are seeking testing either as partners of known positives, or with at least one reported risk factors for HIV, or who have had a positive HIV diagnostic test result.
- 9) It should be established in documentation that the applicant has no other source that might provide the services that they are applying to receive from the Ryan White Part B program. Potential sources include:
 - Coverage under AHCCCS, or eligibility for coverage under AHCCCS as established by documentation issued by AHCCCS.
 - Coverage under any other insurance provider, or eligibility for coverage under any other insurance provider (except Veterans Administration and Indian Health Service). If established in documentation that any other coverage can provide the services the applicant is applying to receive, those services shall not be paid for by Ryan White Part B.

If the applicant is eligible for coverage through AHCCCS, Medicare Part D, or any other private insurance provider, but does not currently have coverage that will provide the services for which they are applying, services may be provisionally delivered for a limited time when the following circumstances are documented:

- The applicant is unable to apply until an open enrollment period
- The applicant has applied and is awaiting a determination
- The applicant is in a pre-existing conditions exclusion period, or other coverage waiting period
- There is any limitation of coverage (such as caps, or exclusions) upon the services they are applying to receive.

When coverage is established, provisional enrollment should end and eligibility for Ryan White services should be re-evaluated. Ryan White should only pay for services the applicant has applied to receive that cannot be provided through any other source available to the applicant. All available benefits should be coordinated to assure that Ryan White remains the payer of last resort.

- 10) Part B clients shall be re-evaluated for eligibility semi-annually, or any time that there is a change in their income or household size that might change their eligibility for Ryan White Part B, or for coverage under another provider.
- 11) Applicants should sign a document notifying them of their responsibility to notify the Ryan White provider of any change in their income, residency, health insurance coverage or eligibility for coverage within 30 days at each eligibility evaluation. Failure to notify the Ryan White provider may disqualify them from enrollment in Ryan White.